

Part 3

COHA

JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Shelley Rizzotti (269769) 3500 W. Olive Avenue, 3rd Floor Burbank, CA 91505 TELEPHONE NO.: 818-641-1692 FAX NO. (Optional): 818-641-1694 E-MAIL ADDRESS (Optional): srizzotti@rizzottilaw.com ATTORNEY FOR (Name): PLAINTIFFS Loretta M. Coha, et al.		FOR COURT USE ONLY  <b>CONFORMED COPY</b> OF ORIGINAL FILED Los Angeles Superior Court  NOV 20 2012 John A. Clarke, Executive Officer/ Clerk By <u>A. CHIBISITAN</u> Deputy  CASE NUMBER: PC053448
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 9425 Penfield Avenue MAILING ADDRESS: CITY AND ZIP CODE: Chatsworth, CA 91311 BRANCH NAME: North Valley District PLAINTIFF: Loretta M. Coha, et al. DEFENDANT: Sirius Financial, et al.		
<b>JUDGMENT</b> <input type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input checked="" type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		

**JUDGMENT**

1. ☒ **BY DEFAULT**
  - a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d. ☐ **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e. ☒ **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1) ☐ plaintiff's testimony and other evidence.
    - (2) ☒ plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2. ☐ **ON STIPULATION**
  - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b. ☐ the signed written stipulation was filed in the case.
  - c. ☐ the stipulation was stated in open court ☐ the stipulation was stated on the record.
3. ☐ **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
  - a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
  - c. ☐ Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d. ☐ A statement of decision (Code Civ. Proc., § 632) ☐ was not ☐ was requested.

Page 1 of 2

PLAINTIFF: Loretta M. Coha, et al.	CASE NUMBER: PC053448
DEFENDANT: Sirius Financial, et al.	

JUDGMENT IS ENTERED AS FOLLOWS BY: ☒ THE COURT ☐ THE CLERK

4. ☐ Stipulated Judgment. Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

a. ☒ for plaintiff (name each):

Loretta M. Coha, an individual, and Equity Trust Company,  
Custodian, FBO Loretta M. Coha IRA

and against defendant (names):

Sirius Financial, a California Limited Liability Company;

☒ Continued on Attachment 5a.

c. ☐ for cross-complainant (name each):

and against cross-defendant (name each):

☐ Continued on Attachment 5c.

b. ☐ for defendant (name each):

d. ☐ for cross-defendant (name each):

6. Amount.

a. ☒ Defendant named in item 5a above must pay plaintiff on the complaint:

(1) <input checked="" type="checkbox"/> Damages	\$ 356,000.00
(2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 1.5 %	\$ 85,286.19
(3) <input checked="" type="checkbox"/> Attorney fees	\$ 6309.46
(4) <input checked="" type="checkbox"/> Costs	\$ 660
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$ 448,255.65

c. ☐ Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$

b. ☐ Plaintiff to receive nothing from defendant named in item 5b.

☐ Defendant named in item 5b to recover costs \$  
☐ and attorney fees \$

d. ☐ Cross-complainant to receive nothing from cross-defendant named in item 5d.

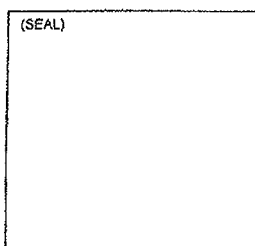
☐ Cross-defendant named in item 5d to recover costs \$  
☐ and attorney fees \$

7. ☐ Other (specify):

Date: NOV 20 2012

  
STEPHEN R. PFAHLER, CLERK OF COURT

Date: ☐ Clerk, by \_\_\_\_\_, Deputy



CLERK'S CERTIFICATE (Optional)

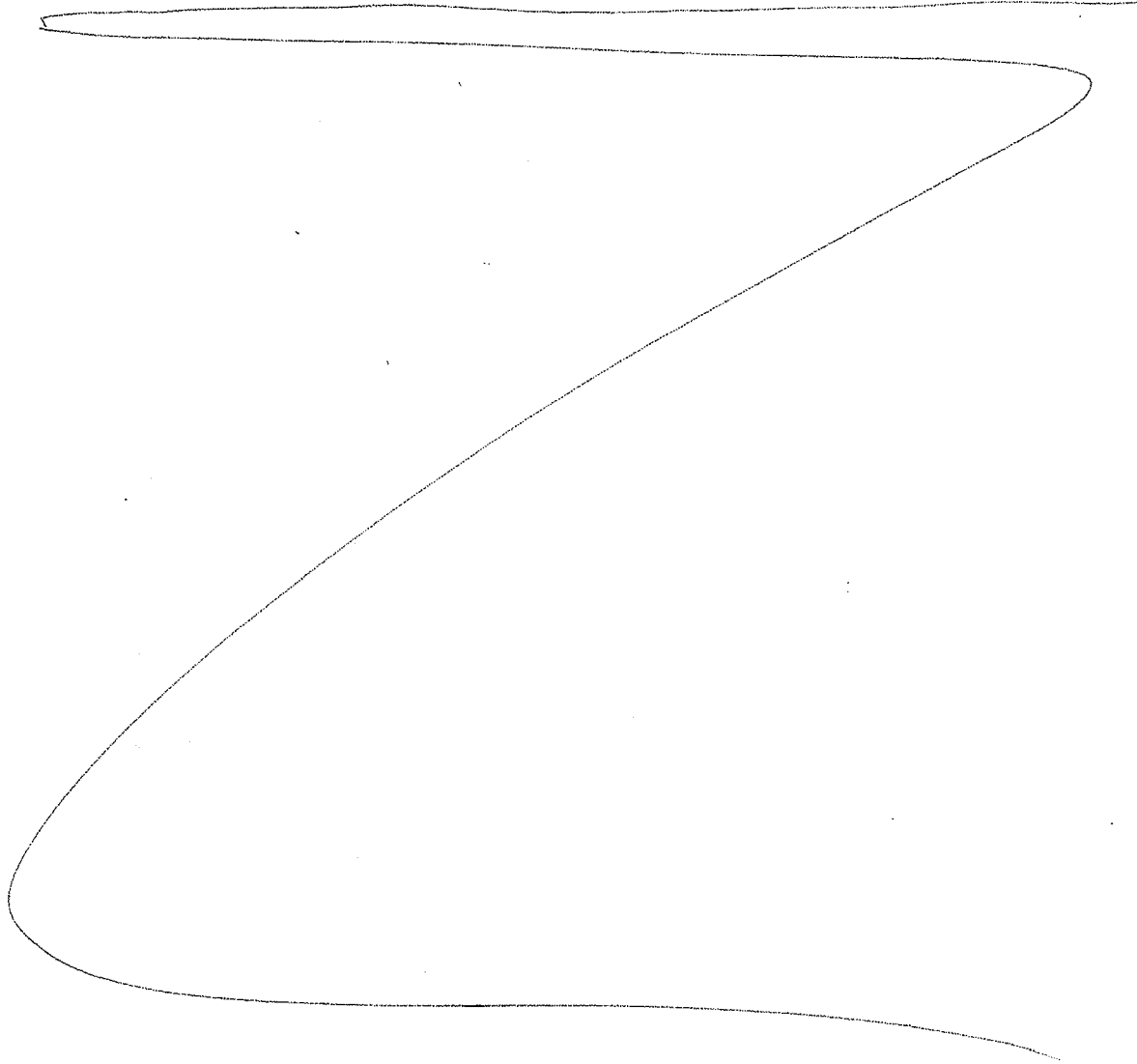
I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy

ATTACHMENT 5.a.

· Mary Burak, an individual; Victoria Burak, an individual; Elizabeth Wilson, an individual



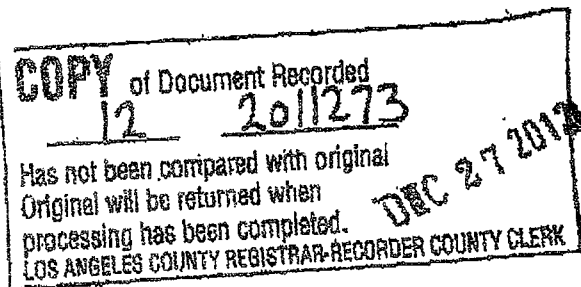
PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

Shelley Rizzotti, Attorney At Law

AND WHEN RECORDED MAIL TO:

Shelley Rizzotti  
Attorney At Law  
PO Box 1645  
Burbank, CA 91507



THIS SPACE FOR RECORDER'S USE ONLY

### ABSTRACT OF JUDGMENT

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
Financing requested by and return to:  
**SHELLEY RIZZOTTI, 269769**  
Shelley Rizzotti, Attorney At Law  
3500 w Olive Avenue, 3rd Floor  
Burbank, CA 91505  
818-641-1692

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Los Angeles**  
STREET ADDRESS: **9425 Penfield Avenue**  
MAILING ADDRESS:  
CITY AND ZIP CODE: **Chatsworth, CA 91311**  
BRANCH NAME: **North Valley District**

FOR RECORDER'S USE ONLY

PLAINTIFF: **Loretta M. Coha, et al.** CASE NUMBER:  
DEFENDANT: **Sirius Financial, et al.** **PC053448**

FOR COURT USE ONLY

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS** ☐ Amended

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:  
a. Judgment debtor's  
Name and last known address  
**SIRIUS FINANCIAL, LLC**  
**20555 Devonshire Street, Suite 498**  
**Chatsworth, CA 91311**  
b. Driver's license no. [last 4 digits] and state: ☒ Unknown  
c. Social security no. [last 4 digits]: ☒ Unknown  
d. Summons or notice of entry of state-state judgment was personally served or mailed to (name and address): **Sirius Financial, LLC, 20555 Devonshire Street, Suite 498 Chatsworth, CA 91311**  
2. ☒ Information on additional judgment debtors is shown on page 2.  
3. Judgment creditor (name and address):  
**Loretta M. Coha**  
**411 N. Naomi Street, Burbank, CA 91505**  
Date: **12/10/2012**  
**Shelley Rizzotti, Attorney At Law**  
(TYPE OR PRINT NAME)  
4. ☐ Information on additional judgment creditors is shown on page 2.  
5. ☐ Original abstract recorded in this county:  
a. Date:  
b. Instrument No.:  
RECEIVED  
DEC 13 2012  
NORTH VALLEY  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
**\$ 448,255.65**  
7. All judgment creditors and debtors are listed on this abstract.  
8. a. Judgment entered on (date): **11/20/2012**  
b. Renewal entered on (date):  
9. ☐ This judgment is an installment judgment.  
10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:  
a. Amount \$  
b. In favor of (name and address):  
11. A stay of enforcement has  
a. ☒ not been ordered by the court.  
b. ☐ been ordered by the court effective until (date):  
12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.  
b. ☐ A certified copy of the judgment is attached.

DEC 14 2012  
JOHNA CLARKE  
Clerk, by  
Deputy  
G. TAM  
Page 1 of 2  
Code of Civil Procedure, §§ 415.480, 415.490, 415.492, 700.190

Seal of the Superior Court of California, County of Los Angeles  
This abstract issued on (date):  
Peris Adopted for Mandatory Use  
Judicial Council of California  
EJ-001 (Rev. January 1, 2006)

PLAINTIFF: Loretta M. Coha, et al.	CASE NUMBER:
DEFENDANT: Sirius Financial, et al.	PC053448

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Mary Burak  
10141 Nevada Avenue  
Chatsworth, CA 91311

Driver's license no. (last 4 digits)  
and state:

☐ Unknown

Social security no. (last 4 digits): 7494

☐ Unknown

Summons was personally served at or mailed to (address):

Mary Burak  
10141 Nevada Avenue  
Chatsworth, CA 91311

17. Name and last known address

Victoria Burak  
10141 Nevada Avenue  
Chatsworth, CA 91311

Driver's license no. (last 4 digits)  
and state:

☐ Unknown

Social security no. (last 4 digits): 0396

☐ Unknown

Summons was personally served at or mailed to (address):

Victoria Burak  
10141 Nevada Avenue  
Chatsworth, CA 91311

18. Name and last known address

Elizabeth Wilson  
10141 Nevada Avenue  
Chatsworth, CA 91311

Driver's license no. (last 4 digits)  
and state:

☐ Unknown

Social security no. (last 4 digits): 9992

☐ Unknown

Summons was personally served at or mailed to (address):

Elizabeth Wilson  
10141 Nevada Avenue  
Chatsworth, CA 91311

19. Name and last known address

Driver's license no. (last 4 digits)  
and state:

☐ Unknown

Social security no. (last 4 digits):

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.



This page is part of your document - DO NOT DISCARD



20161409460



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

11/10/16 AT 10:18AM

FEE:	35.00
TAXES:	0.00
OTHER:	0.00
PAID:	35.00



LEADSHEET



201611102850077

00012376635



007918266

SEQ:  
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

**RECORDING REQUESTED BY:**

LORETTA M. COHA and EQUITY  
TRUST COMPANY

**WHEN RECORDED MAIL TO:**

NAME James W. Bates, Attorney

**MAILING ADDRESS**

2418 Honolulu Avenue #J  
CITY, STATE and ZIP CODE

Montrose, CA 91020-1842

Document Number: 12576635



Batch Number: 7918268



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

**AMENDED ABSTRACT OF JUDGMENT**

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):  
After recording, return to:  
**JAMES W. BATES (143757)**  
**LAW OFFICES OF JAMES W. BATES, APC**  
2418 Honolulu Avenue, Suite J  
Montrose, California 91020-1842

TEL NO.: (818) 248-1911 FAX NO. (optional): (818) 279-0513  
E-MAIL ADDRESS (Optional):  
☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
STREET ADDRESS: 9425 Penfield Avenue  
MAILING ADDRESS:  
CITY AND ZIP CODE: Chatsworth, CA 91311  
BRANCH NAME: North Valley District - Chatsworth

FOR RECORDER'S USE ONLY

PLAINTIFF: LORETTA M. COHA and EQUITY TRUST COMPANY  
DEFENDANT: SIRIUS FINANCIAL, et al.

CASE NUMBER:  
PC053448

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

☒ Amended

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record  
applies for an abstract of judgment and represents the following:
- a. Judgment debtor's  
Name and last known address  
**SIRIUS FINANCIAL, a California Limited Liability Company**  
20555 Devonshire Street, Suite 498  
Chatsworth, CA 91311
- b. Driver's license no. [last 4 digits] and state: ☒ Unknown  
c. Social security no. [last 4 digits]: ☒ Unknown  
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):  
**Sirius Financial, a California Limited Liability Company, 20555 Devonshire Street, Suite 498, Chatsworth, CA 91311**

2. ☒ Information on additional judgment debtors is  
shown on page 2.  
3. Judgment creditor (name and address):  
**LORETTA M. COHA, an individual c/o James Bates,**  
**2418 Honolulu #J, Montrose, California 91020-1842**

4. ☒ Information on additional judgment creditors is  
shown on page 2.  
5. ☐ Original abstract recorded in this county:

- a. Date: 12/27/12  
b. Instrument No.: 12 2011273

Date: September 13, 2018  
**JAMES W. BATES**

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
**\$448,255.65**
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): 11/20/12  
b. Renewal entered on (date):

10. ☐ An ☐ execution lien ☐ attachment lien  
is endorsed on the judgment as follows:

- a. Amount: \$  
b. In favor of (name and address):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has  
a. ☒ not been ordered by the court.  
b. ☐ been ordered by the court effective until  
(date):  
a. ☒ I certify that this is a true and correct abstract of  
the judgment entered in this action.  
b. ☐ A certified copy of the judgment is attached.



This abstract issued on (date):  
**SEP 22 2018**

Clerk, by

Deputy

SEP 15 2018

Sherril R. Carter, Executive Officer/Clerk

Superior Court of California  
County of Los Angeles

PLAINTIFF: LORETTA M. COHA, et al. DEFENDANT: SIRIUS FINANCIAL, et al.	COURT CASE NO: PC053448
---	----------------------------

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):  
EQUITY TRUST COMPANY, Custodian FBO Loretta M.  
Coha IRA c/o James W. Bates, 2418 Honolulu Avenue,  
Suite J, Montrose, California 91020-1842
14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address  
MARY BURAK, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311  
Driver's license no. [last 4 digits] and state: ☒ Unknown  
Social security no. [last 4 digits]: 7494 ☐ Unknown  
Summons was personally served at or mailed to (address):  
MARY BURAK, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311
17. Name and last known address  
VICTORIA BURAK, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311  
Driver's license no. [last 4 digits] and state: ☒ Unknown  
Social security no. [last 4 digits]: 0396 ☐ Unknown  
Summons was personally served at or mailed to (address):  
VICTORIA BURAK, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311

18. Name and last known address  
ELIZABETH WILSON, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311  
Driver's license no. [last 4 digits] and state: ☒ Unknown  
Social security no. [last 4 digits]: 9992 ☐ Unknown  
Summons was personally served at or mailed to (address):  
ELIZABETH WILSON, an individual  
10141 Nevada Avenue  
Chatsworth, CA 91311
19. Name and last known address  
Driver's license no. [last 4 digits] and state: ☐ Unknown  
Social security no. [last 4 digits]: ☐ Unknown  
Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

**SPECIAL POWER OF ATTORNEY**

Equity Trust Company, Custodian FBO Loretta M. Coho Ira ("Equity"), appoints Loretta M. Coho ("Coha") as its attorney-in-fact to act in its place for the limited purpose to do the following acts:

Initiate, maintain and dispose of legal action against third-parties regarding the ownership, management and use of the assets in Account Number SEP-IRA Z093730, specifically Asset Number 10075053.

For the purposes of this agreement, "legal action" shall mean any proceedings, whether in a state court, federal court, arbitration, mediation, or otherwise initiated by Coho, in which Equity is made a party as a consequence of its being the custodian of the above described asset.

The authority of this attorney-in-fact to exercise any power authorized under this instrument will begin on June 27, 2012 and will be in effect until the legal action is concluded.

Dated: 7/20/12

Equity Trust Company, Custodian FBO Loretta M. Coho Ira

By Jeffrey S. Brown  
Authorized Officer **Jeffrey S. Brown**  
CORPORATE ALTERNATE SIGNER

State of Ohio  
County of Lorain

On 7/20/12 before me, Michelle Goldbach, notary public personally appeared Jeffrey S. Brown, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



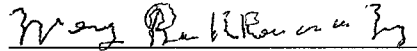
MICHELLE GOLDBACH  
Notary Public, State of Cal.  
My Commission Expires  
August 10, 2016

# EXHIBIT D

### DECLARATION OF DEBTOR

1. I, MARY KRISTIN BURAK, hereby declare that all of the following facts are true and correct to the best of my knowledge and if called as a witness I could and would competently testify to the following facts which are of my own personal knowledge.
2. This declaration is made in support of the Motion to Avoid lien and for the purpose of establishing the value of my residence located at 10141 Nevada Avenue, Chatsworth, California 91311.
3. I am an experienced Realtor with many years of experience in the real estate market. As such, I have had the opportunity to view and estimate the value of many properties throughout the various fluctuations of the real estate market.
4. As the owner of the subject property with knowledge of the property's condition, I believe the present value of my property to be worth no more than \$975,000.00. This value is based on my expansive experience as a realtor and my personal familiarity of the properties in and around my neighborhood. See property comparable attached to this declaration.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 4, 2022 at  
Chatsworth, California

  
Mary Kristin Burak, Declarant



Mary Kristin Bural. Residence.

**\$978,900** 4 bd | 2 ba | 1,971 sqft

10141 Nevada Ave, Chatsworth, CA 91311

**Pre-foreclosure** | Zestimate®: **\$978,900**

Get more info

Overview Facts and features Home value Price and tax history Monthly cost Nearby

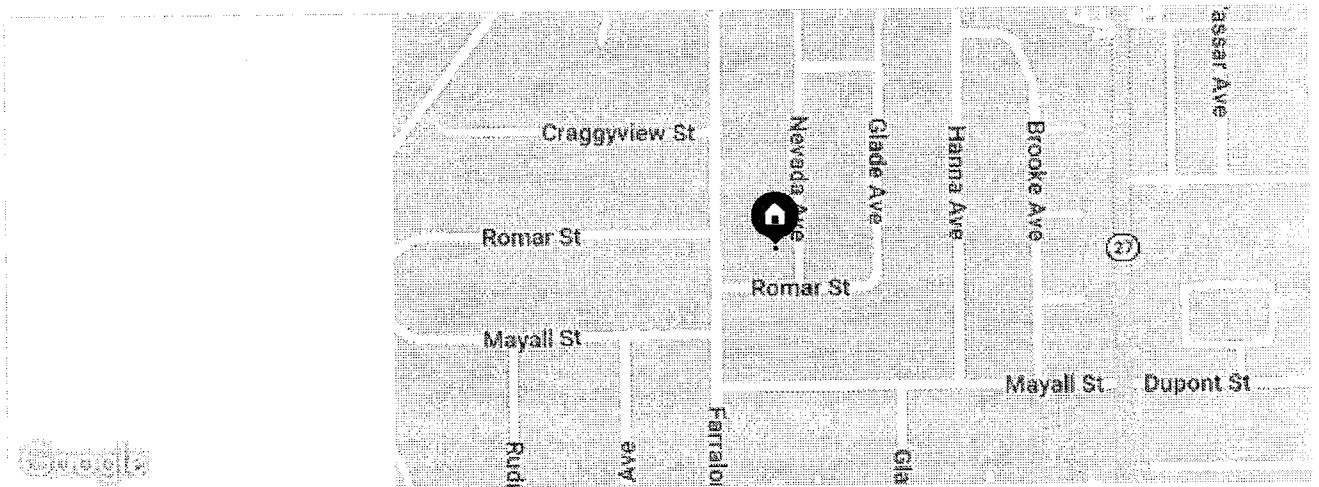


### Get pre-qualified for a loan

Talking to a lender early to get pre-qualified for a mortgage can give you an a market.

**Start now**

Zi



### Travel times

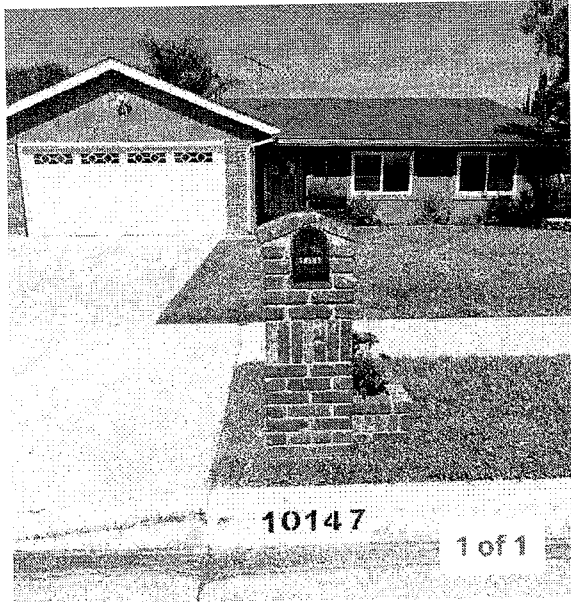
Add work destination

## Overview





Comparable #1



10147

1 of 1

3 bd | 2 ba | 1,795 sqft

homes

10147 Nevada Ave, Chatsworth, CA  
91311

ngs

**Off market** | Zestimate®:

**\$971,800** | Rent Zestimate®:

west

**\$3,449**

Est. refi payment: \$5,194/mo

**\$** Refinance your loan

Home value | Owner tools | Home



**Do you own this home?**

Get exclusive tools to track  
your home's value and  
update its details on Zillow.

[Learn more](#)

**Unlock owner  
dashboard**

s. Or,

**Home value**

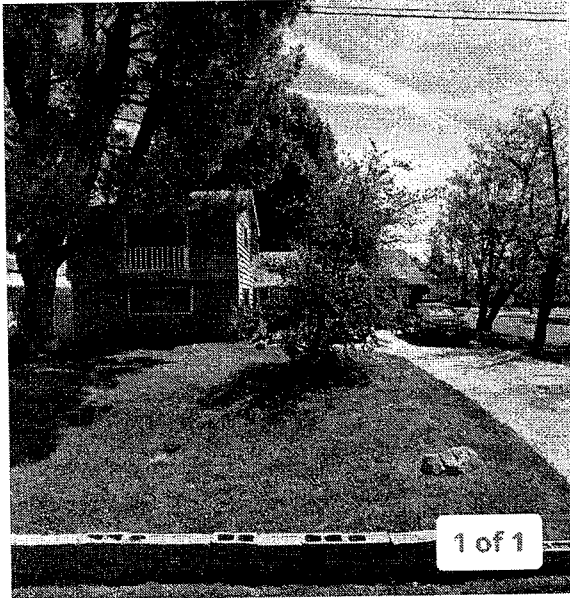


Zestimate

**\$971,800**



Comparable #2



4 bd | 3 ba | 2,206 sqft

homes

10138 Farralone Ave, Chatsworth,  
CA 91311

rgs

**Off market** | Zestimate®:

**\$973,200** | Rent Zestimate®:

**\$4,500**

**Est. refi payment: \$5,202/mo**

**\$ Refinance your loan**

Home value | Owner tools | Home



**Do you own this home?**

Get exclusive tools to track  
your home's value and  
update its details on Zillow.

[Learn more](#)

**Unlock owner  
dashboard**

**Home value**

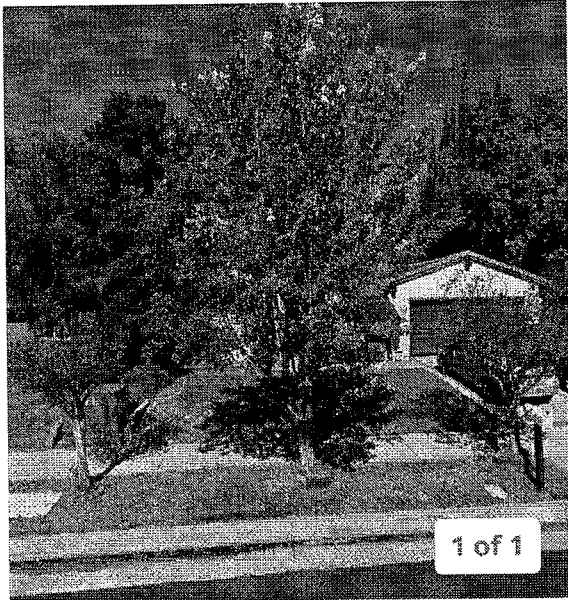


Zestimate

**\$973,200**



Comparable #3



5 bd | 2 ba | 2,068 sqft

10155 Nevada Ave, Chatsworth, CA  
91311

**Off market** | Zestimate®:

**\$972,200** | Rent Zestimate®:

**\$3,955**

Est. refi payment: \$5,197/mo

**Refinance your loan**

homes

ngs

west

Home value | Owner tools | Home



**Do you own this home?**

Get exclusive tools to track  
your home's value and  
update its details on Zillow.

[Learn more](#)

**Unlock owner  
dashboard**

s. Or,

**Home value**



Zestimate

**\$972,200**

# EXHIBIT E

*"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code.  
"FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.*

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2017

Page 10

**F 4003-2.1.AVOID.LIEN.RP.MOTION**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement And Release ("Agreement") dated for reference May 25, 2021, to be binding and effective as to such parties executing this Agreement hereinbelow, is entered into by and between Plaintiffs DAN BRYAN FLOYD, SUCCESSOR TRUSTEE OF TRUST OF LORETTA M. COHA ("FLOYD") and EQUITY TRUST TRUST COMPANY, CUSTODIAN FBO LORETTA M. COHA IRA ("EQUITY") (FLOYD and EQUITY are hereinafter collectively referred to as "Plaintiffs"), on the one side, and Defendant VICTORIA KRISTIN BURAK ("BURAK"), on the other side (Plaintiffs and Defendant are hereinafter collectively referred to as "the Parties" and individually as "Party"), as follows:

### RECITALS

1. On April 8, 2009, Coha and EQUITY entered into an Agreement For Consent To Litigate which provides in part: **"10. This agreement shall be binding on and shall inure to the benefit of the successors, heirs and assigns of the parties."**
2. On July 20, 2012, EQUITY executed a Special Power Of Attorney in favor of Coha.
3. On July 31, 2012, Coha and EQUITY filed this Complaint for: 1. Breach Of Contract 2. Fraud: Intentional Misrepresentation 3. Common Count; Money Had And Received against Defendant Sirius Financial, Mary Burak, BURAK and Elizabeth Wilson in the action entitled *Loretta M. Coha v. Sirius Financial, etc. et al.*, Los Angeles County Superior Court, Case Number PC053448 ("State Court Action");
4. On November 20, 2012, Judgment was entered in favor of Loretta M. Coha ("Coha") and EQUITY against BURAK, and others, in the State Court Action;
5. On December 27, 2012, Coha and EQUITY recorded an Abstract Of Judgment in the Los Angeles County Recorder's Office as Instrument Number 12-2011273 ("Abstract Of Judgment");
6. On November 10, 2016, Coha and EQUITY recorded an Amended Abstract Of Judgment in the Los Angeles County Recorder's Office as Instrument No. 20161409460 ("Amended Abstract Of Judgment").
7. On March 28, 2019, BURAK filed her Chapter 13 Bankruptcy Petition in the matter entitled *In Re Victoria Kristin Burak*, United States Bankruptcy Court, Central District Of California, Case Number 1:19-bk-10726-VK ("Bankruptcy");
8. On June 28, 2019, the Bankruptcy was converted to a Chapter 7 bankruptcy.
9. On October 4, 2019, Coha and EQUITY filed their Complaint Objecting To

  
DF EQUITY VB

Discharge Of Debtor Based upon False Pretenses, False Representations, Actual Fraud [11 U.S.C. § 523(a)(2)(A) and (b)] in the action *entitled Loretta M. Coxa and Equity Trust Company, Custodian FBO Loretta M. Coxa Ira v. Victoria Kristin Burak*, United States Bankruptcy Court, Case Number 1:19-ap-01111-VK ("Adversary Proceeding");

10. On November 25, 2019, the court in the Bankruptcy entered an order discharging the debts of BURAK.

11. On January 7, 2020, Coxa died.

12. On October 7, 2020, the court in the Adversary Proceeding granted FLOYD's motion to substitute in place of Coxa in the Adversary Proceeding;

13. On March 15, 2021, the court in the State Court Action granted FLOYD's motion to substitute in place of Coxa in the State Court Action.

14. In the Adversary Proceedings, Plaintiffs seek to have the Judgment determined non-dischargeable by BURAK;

15. BURAK denies the allegations made by Plaintiffs in the Adversary Proceeding;

15. Plaintiffs and BURAK desire to resolve and settle all differences, conflicts, claims and liability between them, whether as set forth or referenced in these Recitals or as may otherwise exist between them, in accordance with the terms and provisions of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and the faithful performance of same by each of the Parties hereto, the Parties executing this Settlement Agreement agree as follows:

**1. Terms Of Settlement.**

**a. Acts Of Settlement Upon Execution:**

i. The Parties shall execute a Stipulation For Dismissal of the Adversary Proceeding;

ii. FLOYD and Equity will file a Notice Of Acknowledgment Of Satisfaction Of Judgment in the State Court Action as to BURAK only;

iii. FLOYD and Equity will provide BURAK with an original recordable Release Of Lien in the form attached hereto as Exhibit "A" releasing BURAK only from the Abstract Of Judgment and Amended Abstract Of Judgment;

  
DF EQUITY VB

FLOYD-BURAK SETTLEMENT AGREEMENT  
PAGE 2 OF 6

iv. The Parties shall bear their own attorneys' fees and costs in the State Court Action and the Adversary Proceeding.

v. FLOYD agrees he will not issue a Form 1099 to BURAK.

**2. Release.**

2.1 Plaintiffs, on the one side, and BURAK, on the other side, release and discharge each other and each of their respective affiliated, subsidiary, and parent business entities, successors, assigns, officers, shareholders, directors, employees, agents, management agents, servants, spouses, representatives, partners, limited partners, members, insurance companies and attorneys, and each of them, from any and all claims, debts, and causes of action of whatsoever kind and nature, whether known or unknown, arising out of, or in connection with anything whatsoever done, omitted or suffered to be done prior to the date of this Agreement, based on, arising out of, or in connection with the Recitals, set forth above, and/or potential claims that are, or could have been, asserted by one as against the other, or that involve or are related to the facts set forth in the Recitals, above, or which were alleged in the Action.

2.2 It is understood and agreed by the Parties that the releases in Section 2.1, above, extend to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and that the Parties, expressly waives all rights under California Civil Code Section 1542 which reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

2.3 The Parties herein acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that are known or believed to be true, as to the matters released herein. Nevertheless, it is the intention of the Parties herein, through this Agreement, to fully, finally and forever release all such matters and all such claims that do now exist, may exist, or heretofore have existed related to or arising out of the Action. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters, notwithstanding the discovery or existence of any such additional or different claims or facts related thereto by the Parties. In entering into this Agreement, the Parties herein do not rely on any statement, representation or promise of any other party, except as expressly stated in this Agreement.

  
DF EQUITY VB

**3. No Release of Settlement Agreement Obligations.** Nothing contained in this Agreement or as set forth in the release provisions hereof shall constitute a release of the obligations of the Parties hereto to comply with the terms and conditions of this Agreement.

**4. No Admission of Liability.** This Agreement is a compromise and settlement of disputed claims being released herein, and therefore this Agreement shall not constitute any admission of liability on the part of any party hereto, or an admission, directly or by implication, that any such party has violated any law, rule, regulation, policy or any contractual right or other obligation owed to any other party. The Parties intend merely to avoid further litigation.

**5. No Assignment of Claims.** The Parties hereto represent and warrant that there has been no assignment or other transfer of any interest in any claims which are being released herein, and the Parties agree to indemnify and hold harmless the other Parties hereto from any liability, claim, demand, damage, reasonable costs, reasonable expense and reasonable attorneys' fees incurred as a result of any person asserting any such assignment or transfer or any right or claim under such assignment or transfer. It is the intention of the Parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

**6. Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties with regard to the subject matter hereof are contained in this Agreement and the documents referred to herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged in this Agreement and superseded by it. This Agreement is an integrated Agreement. This Agreement may not be altered, amended or modified unless otherwise agreed to in writing and signed by the Parties.

**7. California Law.** This Settlement Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

**8. No Undue Influence; Assistance of Counsel; Authorship of Settlement Agreement.** This Agreement is freely and voluntarily executed by the Parties. The Parties executing this Agreement do not rely on any inducements, promises or representations made by any other party or their representatives or attorneys, unless expressly stated in this Agreement. Each party acknowledges that it has been represented by legal counsel during the negotiation of this Agreement and that it understands the consequences of executing this Agreement. The Parties represent and warrant that all of the waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of the Parties' choosing, and their respective experts and consultants,

  
DF EQUITY VB



concerning the nature, value, extent and duration of their rights and claims under or otherwise related to the matters settled herein. Pursuant to such representation, the Parties have an understanding of the significance and consequence of the terms of this Agreement, and they knowingly and willingly accept such terms. In addition, each party acknowledges that the drafting of this Agreement was the product of arms-length negotiation among the Parties; that no party is the author of this Agreement; and that this Agreement shall not be construed against any party on the ground that such party authored or drafted this Agreement.

**9. Severability.** Should any portion (word, clause, phrase, sentence or paragraph) of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such portions shall be considered independent and severable from the remainder of the terms and provisions of this Agreement and the validity of which shall remain unaffected.

**10. Authority.** Each person and entity signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matter contained herein and as stated herein.

**11. Additional Acts.** The Parties agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms of this Agreement.

**12. Time Is Of The Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Agreement.

**13. Counterpart Execution and Facsimile Transmission.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall be deemed one and the same original fully executed Agreement. Signatures and initials hereto transmitted electronically or by facsimile shall be deemed valid and binding for all purposes. Initials in the lower left corner of each page of this Agreement are for page confirmation purposes only and are not a requirement of or a precondition to the validity and binding effect of this Agreement.

**14. Attorneys' Fees.** In any action to enforce the terms of this Agreement the prevailing party shall be awarded, in addition to any other compensation or award, its reasonable attorneys' fees and costs, including reasonable expert costs.

**15. Signature Capacity Of FLOYD:** It is expressly understood that DAN BRYAN FLOYD is not signing this Agreement in his individual capacity.

\\

\\

  
DF EQUITY VB

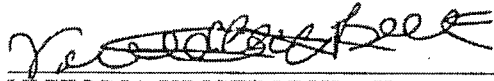
**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Agreement as of the date set forth below.



DAN BRYAN FLOYD, SUCCESSOR  
TRUSTEE OF TRUST OF LORETTA M. COHA



DAN BRYAN FLOYD, successor to the  
Agreement For Consent To Litigate between EQUITY  
and Loretta M. Coha and attorney in fact pursuant to  
that Special Power Of Attorney from EQUITY to  
Loretta M. Coha dated July 20, 2012



VICTORIA KRISTIN BURAK

**\*END OF SETTLEMENT AGREEMENT AND RELEASE\***

  
DF EQUITY VB

FLOYD-BURAK SETTLEMENT AGREEMENT  
PAGE 6 OF 6

**EXHIBIT “A”**

RECORDING REQUESTED BY

LORETTA M. COHA, an individual  
EQUITY TRUST CO., Custodian FBO Loretta M.  
Coha IRA

AND WHEN RECORDED MAIL TO

JAMES W. BATES  
LAW OFFICES OF JAMES W. BATES, APC  
1055 E. Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, California 91106-2327

**RELEASE OF LIEN**

Pursuant to the Settlement Agreement And Mutual Release entered into between DAN BRYAN FLOYD, SUCCESSOR TRUSTEE OF TRUST OF LORETTA M. COHA and EQUITY TRUST TRUST COMPANY, CUSTODIAN FBO LORETTA M. COHA IRA, on the one side, and VICTORIA KRISTIN BURAK, on the other side dated May 25, 2021, LORETTA M. COHA, an individual and EQUITY TRUST CO., Custodian FBO Loretta M. Coha IRA, hereby does release the following documents against "VICTORIA BURAK, an individual" ONLY.

Abstract Of Judgment recorded on December 27, 2012 as Instrument No. 12 2011273 in the Office Of The County Recorder Of The County Of Los Angeles, State Of California.

Amended Abstract Of Judgment recorded on November 10, 2016 as Instrument No. 20161409460 in the Office Of The County Recorder Of The County Of Los Angeles, State Of California.

The party being released pursuant to this Release Of Lien is "VICTORIA BURAK, an individual" ONLY.

This Release Of Lien only covers the above recorded instruments. This Release Of Lien shall not release any obligations of SIRIUS FINANCIAL, a California Limited Liability Company and MARY BURAK, an individual pursuant to the above liens.

Dated: May \_\_, 2021

\_\_\_\_\_  
JAMES W. BATES

Attorney For Plaintiffs  
LORETTA M. COHA, an individual and  
EQUITY TRUST CO., Custodian FBO Loretta  
M. Coha IRA

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**21000 Devonshire Street, Suite 111, Chatsworth, CA 91311**

A true and correct copy of the foregoing document entitled (*specify*): **Debtors Notice of Motion and Motion to Avoid Lien under 11 U.S.C. § 522(f) (Real Property)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **5/6/2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

**James W Bates** j Bates@jbateslaw.com  
**David Keith Gottlieb (TR)** dkgttrustee@dkgallc.com,  
dgottlieb@iq7technology.com, rjohnson@dkgallc.com, akuras@dkgallc.com; ecf.alert+Gottlieb@titlexi.com  
**R Grace Rodriguez** ecf2@lorgr.com, rodriguezrr66050@notify.bestcase.com  
**United States Trustee (SV)** ust@region16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On **5/6/2022**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**Hon. Martin M. Barash**  
US Bankruptcy Court  
21041 Burbank Blvd.  
Woodland Hills, CA 91367

**Mary Kristin Burak**  
10141 Nevada Ave.  
Chatsworth, CA 91311

**Sirius Financial, LLC**  
20555 Devonshire St., No 498  
Chatsworth, CA 91311

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

5/6/2022  
Date

R. Grace Rodriguez, Esq.  
Printed Name

/s/ R. Grace Rodriguez, Esq.  
Signature

**SERVED BY UNITED STATES MAIL, CERTIFIED MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

(Attached page to Proof of Service-please include any additional or alternative addresses and attach additional pages if needed)  
(Certified Mail required for service on a national bank.)

1st lienholder (name and address)  <b>Rushmore Loan Mgmt Srvc c/o Terry Smith, CEO 1755 WITTINGTON PLACE, SUITE 400 DALLAS, TX 75234</b>	Address from: <input type="checkbox"/> Proof of Claim <input checked="" type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input type="checkbox"/> Other: <i>specify</i>	Delivery Method <input type="checkbox"/> United States mail <input checked="" type="checkbox"/> Certified mail - Tracking# <u>70173040000002547648</u> <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____
1st lienholder (name) and Servicing Agent (name and address)  <b>Rushmore Loan Mgmt Srvc CSC - LAWYERS INCORPORATING SERVICE 2710 GATEWAY OAKS DR STE 150N SACRAMENTO, CA 95833</b>	Address from: <input type="checkbox"/> Proof of Claim <input checked="" type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input type="checkbox"/> Other: <i>specify</i>	Delivery Method <input type="checkbox"/> United States mail <input checked="" type="checkbox"/> Certified mail - Tracking# <u>70173040000002547655</u> <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____
1st lienholder (name) and Servicing Agent (name and address)	Address from: <input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input type="checkbox"/> Other: <i>specify</i>	Delivery Method <input type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____
Alternative/additional address (name and address)  <b>Rushmore Service Center P.O. Box 5508 Sioux Falls, SD 57117-5508</b>	Address from: <input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i>	Delivery Method <input checked="" type="checkbox"/> US Mail <input type="checkbox"/> Certified Mail - Tracking# _____ <input type="checkbox"/> Overnight Mail - Tracking# _____ Carrier Name: _____
Alternative/additional address (name and address)  <b>Rushmore Loan Mgmt Srvc Attn: Bankruptcy P.O. Box 55004 Irvine, CA 92619</b>	Address from: <input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i>	Delivery Method <input checked="" type="checkbox"/> US Mail <input type="checkbox"/> Certified Mail - Tracking# _____ <input type="checkbox"/> Overnight Mail - Tracking# _____ Carrier Name: _____ _____
2nd lienholder (name and address)  <b>JPMorgan Chase Bank, Corporate Office c/o Jamie Dimon, CEO 270 Park Ave 31st Floor New York, NY 10017</b>	Address from: <input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input checked="" type="checkbox"/> FDIC website <input type="checkbox"/> Other: <i>specify</i>	Delivery Method <input type="checkbox"/> United States mail <input checked="" type="checkbox"/> Certified mail - Tracking# <u>70173040000002547617</u> <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____
2nd lienholder (name) and Agent for Service of Process (name and address)  <b>Chase Mortgage Records Center c/o Correspondence Mail Code LA4 5555 700 Kansas Lane Monroe, LA 71203</b>	Address from: <input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i>  <b>Correspondence Department</b>	Delivery Method <input checked="" type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____ _____

<p>2nd lienholder (name) and Servicing Agent (name and address)</p> <p><b>JPMorgan Chase</b> c/o C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i></p> <p><b>California Secretary of State</b></p>	<p>Delivery Method</p> <p><input type="checkbox"/> United States mail <input checked="" type="checkbox"/> Certified mail - Tracking# <b>70173040000002547624</b> <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>
<p>2nd lienholder (name) and Servicing Agent (name and address)</p> <p><b>JPMorgan Chase, N.A.</b> PO Box 24696 Columbus, OH 43224</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i></p> <p><b>Additional Address</b></p>	<p>Delivery Method</p> <p><input checked="" type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>
<p>2nd lienholder (name) and Servicing Agent (name and address)</p> <p><b>JPMorgan Chase, N.A.</b> 18800 Hubbard Drive Dearborn, MI 48126</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i></p> <p><b>Additional Address</b></p>	<p>Delivery Method</p> <p><input checked="" type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>
<p>3rd lienholder (name and address)</p> <p><b>James W. Bates</b> c/o Loretta M. Coxa and Equity Trust &amp; Estate 1055 E. Colorado Blvd., 5th Floor Pasadena, CA 91106</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i></p> <p><b>Judgment</b></p>	<p>Delivery Method</p> <p><input type="checkbox"/> United States mail <input checked="" type="checkbox"/> Certified mail - Tracking# <b>70173040000002547631</b> <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>
<p>3rd lienholder (name) and Agent for Service of Process (name and address)</p> <p><b>Loretta M. Coxa and Equity Trust &amp; Estate</b> c/o James W. Bates 1055 E. Colorado Blvd., 5th Floor Pasadena, CA 91106</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input checked="" type="checkbox"/> Other: <i>specify</i></p> <p><b>Judgment</b></p>	<p>Delivery Method</p> <p><input checked="" type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>
<p>3rd lienholder (name) and Servicing Agent (name and address)</p>	<p>Address from:</p> <p><input type="checkbox"/> Proof of Claim <input type="checkbox"/> Secretary of State <input type="checkbox"/> FDIC website <input type="checkbox"/> Other: <i>specify</i></p>	<p>Delivery Method</p> <p><input type="checkbox"/> United States mail <input type="checkbox"/> Certified mail - Tracking# _____ <input type="checkbox"/> Overnight mail - Tracking# _____ Carrier Name: _____</p>